

# SYNC GLOSSARY

*Need-to-know terms of the sync industry. Understanding the agreements you sign is imperative. How will you know if the sync deal you signed is favorable to you, or at least fair? By understanding these terms when they come up, that's how. Let's go!*

**Admin Publisher:** A company that handles the administrative aspects of music publishing for songwriters and copyright holders. This includes registering songs with PROs and other collection societies worldwide, issuing licenses, tracking usage, and collecting all types of publishing royalties (performance, mechanical, sync, print) on behalf of the client. They typically take a percentage of collected royalties but do not own the copyright.

**Songtrust** is a prominent example of an administration publisher. They collect certain royalties that PRO's do not collect, but they are not a replacement for your PRO.

**All In:** A single, agreed-upon fee that covers all rights and uses for a piece of music in a sync placement, simplifying the negotiation process.

**Alt Mix (Alternative Mix):** A version of a song that features significant differences from the main mix, such as stripped-down instrumentation (e.g., just piano and vocals), a different rhythmic feel, or a mood alteration. These alternative mixes provide music supervisors with even more flexibility to fit the track into various scene requirements, especially if the main mix is too busy or not quite the right vibe.

**Backend Royalties:** Royalties generated from the ongoing use of a licensed song after the initial sync fee is paid. These typically include performance royalties (from TV/radio broadcasts, live performances) and mechanical royalties (from streaming/sales of the visual project soundtrack), collected by PROs, SoundExchange, and The MLC. These are distinct from the upfront sync fee and can provide a steady income stream over time.

**Blanket License:** A license, typically offered by a PRO or certain music libraries, that permits a user (e.g., a TV network) to use any music from a specific catalog for a flat annual fee, rather than licensing each track individually.

**Bumper:** A very short musical clip or sound effect used as a transition, often at the beginning or end of commercial breaks or between program segments.

**Buyout:** A type of license where the rights holder receives a one-time, upfront payment for the usage of their music, and no further royalties or payments are owed for that specific usage, regardless of how often or for how long it's used. This contrasts with licenses that include backend royalties.

**Clearance:** The legal process of obtaining permission from all relevant rights holders (master and publishing) to use a piece of music in a specific project. Sync

**Content ID:** YouTube Content ID is an audio-fingerprinting technology that exists for three reasons:

- a) It allows content providers to identify when videos incorporate their content.
- b) It allows YouTube to generate revenue by placing advertising next to content that has been included in the Content ID program and identified in uploaded videos (this is shared with Content ID partners).
- c) This revenue stream allows YouTube to offer its free video sharing service to hundreds of millions of users.

**Copyright:** The legal right granted to the creator of an original work (like a song or sound recording) to control its use and distribution. It is the fundamental basis for all music licensing.

**Copyrighted Samples:** Portions of pre-existing sound recordings or compositions that require explicit permission and negotiation with the original rights holders before being incorporated into new music, especially for commercial use like sync.

**Cross-Collateralization:** A contractual clause, usually found in publishing or master recording deals, where an advance paid on one project or income stream can be recouped from the royalties generated by an entirely different project or income stream. This arrangement can significantly delay an artist from seeing royalty payments, as earnings from successful ventures are used to cover losses or advances from less successful ones.

**Cue Sheet:** A document submitted to Performing Rights Organizations (PROs) by a production company (film, TV, etc.) that lists every piece of music used in a production, including its title, composer, publisher, and usage duration. Essential for calculating performance royalties.

**Cutdowns:** Shortened versions of a full song, typically created to fit specific time constraints in visual media like commercials (e.g., 60-second, 30-second, 15-second, or even 5-second spots). Having pre-made cutdowns saves editors time and makes a track much more appealing and immediately usable for various ad formats.

**Deliverables:** The complete set of high-quality assets an artist is contractually obligated to provide after a sync deal is secured. This goes beyond just the mix and instrumental, often including all stems, lyric sheets, metadata, cover art, clean versions, and sometimes even

specific LUFs-compliant mixes, all organized according to the licensee's exact specifications.

**Direct Licensing:** When an artist (or their publisher) licenses their music directly to a client (e.g., a filmmaker, ad agency) without involving a third-party sync agent or library. This route can offer higher control and potentially better fees, but requires more self-management.

**Exclusive License:** A type of agreement where you grant a single entity (e.g., a sync library, agent, or specific production) the sole right to license a **specific track** (or group of tracks) for usage. During the term of this agreement, you cannot license that particular track yourself or through any other third party. It is important to note that an exclusive license typically applies only to the specified track(s) and does **not** grant exclusivity over the artist's entire catalog or future works, unless explicitly stated otherwise in a separate broader agreement.

**Gratis:** Latin for "free." In sync licensing, it refers to a usage of music where no monetary payment is made to the rights holders, often in exchange for significant exposure or for non-profit/student projects.

**Holdback Clause:** A contractual provision in a sync license (often with exclusive libraries or for significant placements) that restricts the artist from licensing the same song for other specified uses or within certain territories for a defined period. Important to be aware of when entering agreements.

**In-Context Usage:** Refers to how a piece of music is used within the actual visual media, typically heard as part of the scene's background or emotional underscore. Music supervisors evaluate how a track performs "in context" to ensure it enhances the narrative effectively.

**Indemnification Clause:** A provision in a licensing agreement where one party (typically the licensor, the artist/publisher) agrees to protect the other party (the licensee, the production company) from financial loss or legal claims arising from the use of the music. This protects the licensee if, for example, the licensor's ownership claims turn out to be false.

**ISRC (International Standard Recording Code):** A unique, internationally recognized 12-character alphanumeric code assigned to a specific **sound recording**. Each version of a recording (e.g., original mix, instrumental, remix, radio edit) should have its own ISRC. It is

crucial for tracking digital sales, streams, and broadcasts, and for collecting royalties through entities like SoundExchange. Distributors typically assign ISRC codes to recordings unless the copyright owner provides their own prior to distribution. It is essential metadata for your releases.

**ISWC (International Standard Musical Work Code):** A unique, internationally recognized 11-character alphanumeric code assigned to a specific **musical composition** (the song itself, including melody and lyrics). This code identifies the underlying song regardless of who performs or records it. It is essential for registering works and for accurately tracking and collecting publishing royalties worldwide. Typically, an ISWC code will be generated for the song shortly after it is registered with a PRO.

**Keywords:** Descriptive tags and terms (e.g., "uplifting," "gritty," "cinematic," "vintage") used in metadata to help music supervisors and editors find your music when searching vast libraries. Accurate keywords are crucial for discoverability.

**Licensors:** The owner of the music (the artist, songwriter, publisher, or label) who grants permission for their music to be used by another party.

**Licensee:** The individual, company, or production (e.g., filmmaker, advertiser) that obtains the right to use music from the licensor.

**The MLC (The Mechanical Licensing Collective):** A non-profit organization designated by the U.S. Copyright Office to collect and distribute mechanical royalties for **digital uses** of musical compositions in the United States. This includes streams and downloads on interactive digital services (e.g., Spotify, Apple Music). Songwriters and publishers register their works with The MLC to ensure they receive these mechanical royalties. If you use an admin publisher like Songtrust, these royalties will be deferred and collected by your admin publisher and paid out to you by them.

**Master Use:** Specifically refers to the permission to use a particular **sound recording** (the master recording) in a visual project. This permission is granted by the owner of the master rights, typically the artist or label.

**Master Rights:** The legal rights associated with the specific **sound recording** of a song. If you recorded and produced the song yourself, you likely own the master.

**Mechanical Royalties:** Royalties earned when a song is reproduced and distributed, such as via vinyl, CDs, or digital streams (e.g., Spotify, Apple Music). Sync licensing focuses on performance and synchronization rights, not mechanicals for the sync use itself.

**Metadata:** Digital information embedded within or attached to your music files (e.g., title, artist, BPM, genre, mood, instrumentation, keywords) that helps identify, categorize, and make your music searchable for supervisors and libraries.

**Micro Licensing:** Micro licensing is an industry term that refers to the size of a license. A traditional license is generally obtained from a music publisher or representation that charges a high premium to large clients and corporations. Micro licenses refer to “smaller” licenses for personal projects, indie films, social media and smaller companies. Usually associated with production catalogs and royalty-free music, but the definition of micro-licensing is evolving with the industry. Don’t let the name fool you, if your song is used in a viral social media post it could result in macro money!

**Moral Rights:** In many jurisdictions (especially outside the US), these are inalienable rights of creators (authors, composers) to be identified as the author of their work (right of attribution) and to object to any distortion, mutilation, or modification of their work that would be prejudicial to their honor or reputation (right of integrity). While often waived in sync contracts, understanding them is crucial for protecting artistic integrity.

**Music Publisher:** An entity or individual responsible for managing the **publishing rights** of a song, including licensing, collecting royalties, and promoting its use in various media.

**Music Supervisor:** The professional responsible for selecting, clearing, and licensing all the music used in a film, TV show, commercial, video game, or other visual media project. They manage budgets and work closely with directors and producers.

**Neighboring Rights:** Performance royalties paid to the **performers** (artists, musicians) and **sound recording copyright owners** (labels or self-releasing artists) for the public performance or broadcast of their **sound recordings**. Unlike publishing performance royalties (collected by PROs for songwriters/publishers), neighboring rights compensate the owners and performers of the master recording itself for its use on radio (digital and terrestrial outside the US), TV, and in public venues. SoundExchange is the primary collector and distributor of these royalties in the U.S.

**Non-Disclosure Agreement (NDA):** A legally binding contract between two or more parties outlining confidential material, knowledge, or information that the parties wish to share with one another for certain purposes, but wish to restrict access to or by third parties. Often required when pitching music for sensitive or early-stage projects.

**Non-Exclusive License:** An agreement where you grant permission to potentially multiple entities (e.g., several different sync libraries) to license your music simultaneously, and you retain the right to license it yourself as well. Non-exclusive sync strategies are getting harder to implement because of YouTube Content ID.

**On Spec (Spec Work):** When an artist creates or submits music for a potential sync placement without a guaranteed upfront fee or commitment, with the hope that it will be chosen and licensed. This is common practice, particularly with music libraries or for initial submissions to supervisors, where the artist takes on the risk and cost of production.

**One-Stop Clearance:** A highly desirable situation in sync licensing where one person or entity (the artist or their representative) controls both the master rights and publishing rights for a track, making the licensing process simple, fast, and legally clean. Often times, collaborators will sign a split sheet designating one-stop clearance, so that the song can be cleared faster and not require the approval of each contributor.

**Performance Royalties:** Royalties earned whenever a copyrighted musical work is performed publicly, including broadcasts on TV, radio, in films shown publicly, or played in public venues. Collected by Performing Rights Organizations (PROs).

**Performing Rights Organization (PRO):** Organizations (e.g., ASCAP, BMI, SESAC in the U.S.) that collect performance royalties on behalf of songwriters and publishers for the public performance of their music, including sync placements on TV. Outside The USA, there is typically one PRO for each country.

**Perpetual / In Perpetuity:** Perpetual means that the license won't ever need to be "re-licensed" for that specific project. The license never loses its validity, so the license will cover the use of that particular song in that particular project forever.

**Production Music:** Music specifically created for the purpose of being licensed for use in various productions. It's often generic, designed to fit many moods, and typically easier to license through production music libraries.

**Publisher's Share:** The portion of publishing royalties allocated to the music publisher, typically 50% of the total publishing income.

**Publishing Rights:** The legal rights associated with the underlying musical **composition** of a song, including the melody, lyrics, and structure. These rights belong to the songwriter(s).

**Retitling:** The practice, common with some non-exclusive libraries, of giving an existing song a new title and sometimes metadata when submitted. This is done to create perceived exclusivity within their catalog and track royalties more easily, but it requires careful management by the artist to avoid conflicts.

**Reversion Clause:** A contractual provision, typically found in exclusive publishing or administration agreements, that allows the original songwriter or rights holder to regain control and ownership of their copyrights after a specified period or if certain conditions (e.g., a minimum number of placements) are not met by the licensee. It's a protection for artists in long-term deals. Typically three years, but varies.

**Right of Refusal:** A contractual clause that grants the artist (or rights holder) the ability to decline a proposed sync placement, even if presented by their agent, library, or publisher. This allows the artist to maintain creative control over where and how their music is used, ensuring it aligns with their brand and values, even if a licensing opportunity arises.

**Royalty Free:** A licensing model where a one-time upfront fee grants the licensee broad usage rights for a piece of music, with no further ongoing royalty payments owed to the rights holders for that specific use.

**Sound Recording:** The actual recorded performance of a musical composition. This is what the master rights apply to.

**SoundExchange:** A non-profit performance rights organization that collects and distributes digital performance royalties for **sound recordings** when they are played on non-interactive digital services like satellite radio (e.g., SiriusXM), internet radio (e.g., Pandora), and cable TV music channels. Unlike PROs (ASCAP/BMI) which pay songwriters and publishers, SoundExchange pays recording artists, master rights owners (labels), and non-featured musicians/vocalists.

**Split Sheet:** A legal document signed by all collaborators on a song that clearly outlines the percentage of ownership for both the master and publishing rights (songwriter and publisher splits) for each contributing party. Essential for preventing future disputes. Often required by sync companies and used for songs with multiple writers to achieve “One Stop” clearance.

**Spotting Session:** A critical meeting during the post-production phase of a visual project (film, TV show, etc.) where the music supervisor, director, editor, and other key creatives watch the picture and decide precisely where music should be placed, for how long, and what emotional tone or function that music should serve. Understanding this process helps artists grasp the specific needs and criteria for sync placements.

**Stems:** The individual, isolated audio tracks that make up a complete musical mix (e.g., separate files for drums, bass, vocals, guitars, synths, FX). Providing stems gives editors flexibility to customize a track for a scene.

**Stinger / Sting Ending:** A short, impactful musical cue, often used as an abrupt ending or a dramatic punctuation mark within a scene.

**Sync Agent:** An individual or company that represents musical artists and their catalog, actively pitching their music for sync licensing opportunities in film, TV, advertising, and other media. Often works on commission.

**Sync Brief:** A document or request from a music supervisor, director, or production team outlining the specific musical needs for a particular scene, commercial, or project. It details the desired mood, tempo, instrumentation, genre, vocal style, and emotional arc, serving as a critical guide for artists and sync agents in pitching appropriate music.

**Sync Fee:** An upfront payment made to the rights holders for the specific permission to use a song in a visual project. This fee varies widely based on usage, media, and scope.

**Sync Library:** A curated collection of music specifically organized and licensed for use in visual media. Libraries act as intermediaries between artists and music supervisors/producers, making music easily searchable and licensable

**Sync License (Synchronization License):** The legal agreement that grants permission to "synchronize" a piece of music with visual content (film, TV, ads, games, etc.). This is the core agreement in sync licensing. A sync license is not the same as buying a song. A sync license simply provides the rights to use a song in a specific project.



**Sub-publisher:** A publishing company, typically based in a foreign territory, that is engaged by a primary publisher (or an independent artist/admin publisher) to register, administer, and collect publishing royalties for a musical work within that specific territory. Sub-publishers are vital for ensuring comprehensive global royalty collection for songwriters and publishers.

**Term & Territory:** Two crucial components of any sync license agreement. **Term** refers to the duration for which the licensee is permitted to use the music (e.g., 1 year, in perpetuity). **Territory** specifies the geographical regions where the licensed music can be used (e.g., North America, Worldwide). Artists must understand these limits.

**Trailer Music:** A highly specialized and competitive niche within sync licensing, focused on creating dramatic, impactful, and often structurally dynamic music specifically designed for movie and video game trailers. This genre demands specific builds, hits, and emotional arcs to accompany quick-cut visual sequences and create anticipation.

**TV Mix:** A specific alternative mix of a song, usually instrumental or with lead vocals significantly reduced/removed, designed to be used underneath dialogue and sound effects in film and television productions. This mix ensures that the music enhances the scene without clashing with or obscuring crucial spoken elements, making it an indispensable asset for sync placements in broadcast media.

**3rd Party Loops:** Pre-recorded musical phrases or beats created by someone other than the artist. If these contain copyrighted material or are not explicitly "royalty-free for commercial use," they can complicate or prevent sync licensing.

**Underscore:** Background music in a visual project that sets the mood, enhances emotion, or builds tension without being explicitly heard by the characters on screen (as opposed to source music). This is a very common use case for sync placements.

**UPC (Universal Product Code):** A 12-digit barcode used to identify a product (like a digital album or single) for retail purposes. While ISRC identifies a specific sound recording, the UPC identifies the product that contains that recording (e.g., an entire EP or single release). It's essential for tracking sales and distribution of your music release through digital stores and services.

**Work-For-Hire:** A legal agreement where the creator of a work (e.g., a composer or musician) is paid for their services but does not retain the copyright ownership of the resulting work. The employer or commissioner becomes the legal author and owner.

**Writer's Share:** The portion of publishing royalties allocated directly to the songwriter(s) for their contribution to the musical composition, typically 50% of the total publishing income.

**360 Deal:** A comprehensive record label contract where the label not only participates in traditional revenue streams (record sales, streaming) but also takes a percentage of other artist income, including touring, merchandise, endorsements, and often, sync licensing placements. While potentially offering more support and investment, artists in 360 deals share a wider range of their earnings with the label. 360 Deals are restrictive and generally not favorable to the artist because the label takes a piece of **everything** and they essentially own you.